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GOODSON, MANLEY & DURFEE, PLC

2025 N. Third Street, Suite 200

Phoenix, AZ 85004-1488

Phone: (602) 252-5110 Fax: (602) 257-1883

TRANSMITTAL

TO: FLORIDA DEPARTMENT OF STATE  
FROM: ERICA EASTON  
RE: GRANT INVESTMENTS LIMITED PARTNERSHIP  
DATE: JULY 29, 1998

400002608154--3  
-08/05/98-01000-003  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

Enclosed please find an original and two copies of the Certificate of Limited Partnership, together with out check for \$87.50. Please file the limited partnership and return a conformed copy to this office in the envelope provided.

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|-------------------|-----|
| Name              |     |
| Availability      | MBH |
| Document Examiner | MBH |
| Updater           | MBH |
| Updater Verifyer  | MBH |
| Acknowledgement   | MBH |
| W. P. verifyer    | MBH |

FF \$87.50

# CERTIFICATE OF LIMITED PARTNERSHIP FOR FILING WITH FLORIDA DEPARTMENT OF STATE

## GRANT INVESTMENTS LIMITED PARTNERSHIP, *a Florida limited partnership*

The undersigned parties have associated themselves for the purpose of forming a limited partnership under the laws of Florida and hereby adopt and sign this Certificate of Limited Partnership in accordance with Florida state law.



1. **Effective Date.** 8/1/97 (Date of filing)
2. **Name.** The name under which the Partnership is to be conducted is GRANT INVESTMENTS LIMITED PARTNERSHIP.
3. **General Character of Business.** The character of the business is the transaction of any and all lawful business under the laws of the State of Florida.
4. **Physical and Mailing Address of Principal Office.** The principal place of business and mailing address of the Partnership is 10180 S. Tropical Trail, Merritt Island, Florida 32952, Brevard County, Florida, or any other place, within or without the State of Florida, as the Partnership may determine.
5. **Agent for Service of Process/Registered Agent.** The name and address of the Agent for Service of Process/Registered Agent is MERRILL A. GRANT, 10180 S. Tropical Trail, Merritt Island, Florida 32952.
6. **Partners.** The names and addresses of the general and limited partners are designated at the end of this Agreement in Exhibit A attached hereto and incorporated by reference.
7. **Term.** The term for which the Partnership is to exist is 50 years, commencing as of the effective date herein, unless the Partnership is sooner completely terminated and dissolved.
8. **Authorization to Sign Legal Documents.** The following persons are authorized to execute all legal documents for and on behalf of the limited partnership, including but not limited to leases; mortgages; agreements; contracts; promissory notes; bills of sale; chattel mortgages; satisfactions and assignments of mortgages, liens, and encumbrances of all kinds; claims for liens; lien waivers; and transfers and assignments of real, personal, and mixed property, all of which may be necessary and proper in the conduct of the limited partnership:

MERRILL A. GRANT and DESPINA GRANT

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9. **Authorization to Sign on Bank Accounts.** The following persons are authorized to sign checks on the limited partnership's bank accounts:

MERRILL A. GRANT and DESPINA GRANT

10. **Original Contributions.** The total capital contribution (agreed value) and statement of cash, services, or property contributed by each partner is designated opposite the partner's respective name in Exhibit B attached hereto and incorporated by reference.

11. **Additional Contributions.** If additional capital is required, the partners may make contributions in proportion to the manner in which profits are shared. Additional capital may be contributed in disproportionate amounts upon written consent of the partners. Additional capital contributed by any partner in excess of such proportionate share shall be deemed a loan to the Partnership in the amount of such excess. Any such loan shall be repayable as the partners may agree at the time of such contribution or from time to time and shall bear interest until repaid at the then current rate for FHA mortgages in the community where the Partnership has its place of business but at no less than 8% per annum.

12. **Return of Contribution in Cash.** The capital contribution of each limited partner is to be returned only upon the complete dissolution and termination of the Partnership.

13. **Return of Contribution in Property Other Than Cash.** All partners are given the right to demand and receive property other than cash in return for their contributions, subject to the terms and conditions of any written agreement signed by all general partners.

14. **Share of Profits.** Each general and limited partner shall share in the profits of the limited partnership in an amount proportionate to that which the partner's individual contribution bears to the aggregate amount contributed by the general and limited partners.

15. **Priorities as Between Limited Partners.** No limited partner has any right to priority over other limited partners as to contributions or as to compensation by way of income.

16. **Admission of New General Partners and Limited Partners.** General partners may be admitted to the Partnership, or limited partners may become general partners. With the written unanimous consent of all partners. In either event, the share of the new general partner and all other partners in the profits and losses shall be in such proportion as may be agreed upon between all the partners and the new general partner.

With the written unanimous consent of the general partners, new limited partners may be admitted into the Partnership upon the payment of such capital contribution, upon amendment of the *Certificate of Limited Partnership* reflecting that fact and upon such terms as the partners unanimously decide. If new limited partners are admitted into the Partnership, the share of each new limited partner in the profits and losses shall be in such proportion as may be agreed upon between all the general partners and the new limited partner.

16.a. For purposes of admitting new general partners to the Partnership, changing the status of limited partners to general partners, admitting limited partners to the Partnership, and setting forth the capital contributions and shares of profits and losses in each case, the execution and filing of a *Certificate of Amendment of Limited Partnership* with the Secretary of State by one general partner and the new partners, or a designated general partner acting under a general or special power of attorney, shall be all that is required to show the consent, capital contributions, and shares of profits and losses as provided in this paragraph. By signing the *Certificate of Amendment of Limited Partnership* for filing with the Secretary of State, new partners (general or limited) shall be conclusively presumed to have read this Agreement and to have become parties to this Agreement as of the date of signing the *Certificate of Amendment of Limited Partnership* as though they had signed this Agreement itself and to be bound by all the terms and conditions of this Agreement.

16.b. Each additional partner admitted to the Partnership shall make an initial investment in the Partnership of a sum based upon the then current market value of the shares of each of the individual partners, as determined by initial agreement between the existing partners and prospective partners, and shall pay any costs that may be incurred to effectuate such additional partner's admission to the Partnership.

16.c. A limited partner shall have the right to assign all or part of the partner's interest in the Partnership. Such an assignment shall be effective only to give the assignee the right to receive the distributions to which the partner's assignor would otherwise be entitled.

17. **Events of Withdrawal of a General Partner**. Except as approved by the specific written consent of all partners at the time, a person ceases to be a general partner of a limited partnership upon the happening of any of the following events:

17.a. The general partner withdraws from the limited partnership by giving all the other partners 6 months prior written notice of such action;

17.b. The general partner ceases to be a member of the limited partnership by assigning all the general partner's Partnership interest;

17.c. The general partner is removed as a general partner in accordance with this Agreement;

17.d. The general partner:

- (i) makes an assignment for the benefit of creditors;
- (ii) files a voluntary petition in bankruptcy;
- (iii) is adjudicated a bankrupt or insolvent;

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(iv) files a petition or answer seeking for the partner individually any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the partner in any proceeding of this nature; or

(vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the partner or of all or any substantial part of the partner's properties.

17.e. One hundred twenty days after the commencement of any proceeding against the general partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within 90 days after the appointment without the partner's consent or acquiescence of a trustee, receiver, or liquidator of the partner or of all or any substantial part of the partner's properties, the appointment is not vacated or stayed or within 90 days after the expiration of any such stay, the appointment is not vacated;

17.f. In the case of a general partner who is a natural person,

(i) the partner's death; or

(ii) the entry by a court of competent jurisdiction adjudicating the partner incompetent to manage his or her person or estate;

17.g. In the case of a general partner who is acting as a general partner by virtue of being a trustee of a trust, the termination of the trust but not merely the substitution of a new trustee;

17.h. In the case of a general partner that is a separate partnership, the dissolution and commencement of winding up of the separate partnership;

17.i. In the case of a general partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

17.j. In the case of an estate, the distribution by a fiduciary of the estate's entire interest in the Partnership.

18. **Continuation of Business.** Within 90 days after an event of withdrawal of a general partner, all partners may agree in writing to continue the business of the Partnership and to the appointment of one or more additional general partners if necessary or desired.

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19. **Name of Partnership.** If the surviving partners continue the business under Paragraph 18 (Continuation of Business), they shall have the right to use the Partnership's name without any further payments other than those payable to a withdrawing partner under this Agreement.

20. **Dissolution.** Upon entry of a decree of judicial dissolution or if the partners do not continue the business of the Partnership upon an event of withdrawal of a general partner or if all the partners consent in writing that the limited partnership be dissolved, the Partnership shall be dissolved and its affairs shall be wound up. Upon dissolution for any reason, the order of distribution shall be as follows:

20.a. Expenses of liquidation.

20.b. Creditors, including partners who are creditors, shall be paid and satisfied to the extent permitted by law for liabilities of the limited partnership other than liabilities to partners for distributions under Florida law.

20.c. Each partner or former partner shall receive any distributions under Florida law to which the partner or former partner is entitled.

20.d. Each partner shall receive a return of the partner's contribution.

20.e. Each partner shall receive the fair value of the partner's interest in the Partnership.

20.f. In making the distributions pursuant to sub-paragraphs "d" and "e" of this provision, personal property (including cash) shall be distributed ratably to all the partners. As to real property, the general partners shall seek agreement among all the partners as to a disposition thereof and, failing to obtain such approval, shall:

(i) Cause a co-partnership deed to be drawn in which each partner shall be named grantee of an undivided tenancy in common interest equal to the partner's percentage interest in the limited partnership; and

(ii) Such distribution in dissolution shall be effected as promptly as good business procedure permits.

21. **Preferential Rights.** If a partner desires to assign the partner's interest to a third party, that third party shall be taken into the Partnership as a limited partner unless all general partners specifically consent in writing that the substitute partner shall be taken in as a general partner. Should a partner desire to withdraw from the Partnership by assigning the partner's interest to a third party, the partner shall have the right to do so provided: (i) all general partners consent to substitute the purchaser as a partner; (ii) the Partnership or the partners are given a right of first refusal; and (iii) if the Partnership elects not to exercise the right of first refusal, the partners shall be given preferential rights to purchase their ratable shares. The consent by the general partners to the partner withdrawing and assigning to a third person shall not be unreasonably withheld, and if

there be a dispute as to reasonableness, such dispute shall be determined under the arbitration provisions of this Agreement. Prior to any sale or assignment by a withdrawing partner, that withdrawing partner shall set forth in writing and deliver to the other partners the details of the contemplated sale or assignment. The Partnership shall have 60 days from the date it receives the written details of the contemplated sale or assignment within which to have the Partnership, consisting of the remaining partners, purchase the interest offered for sale or assignment for like terms.

If the general partners cannot agree for the Partnership to purchase that interest, the other partners shall have 30 days to give notice to the withdrawing partner of their intent to purchase for like terms their pro-rata share of that Partnership interest plus their pro-rata share of any remaining partner who elects not to purchase the partner's preferential share. The analogous common law relative to preferential rights of shareholders to purchase the shares of another shareholder shall be incorporated by reference in protecting the rights of the remaining partners to exercise their rights to ratably purchase the share of the withdrawing partner.

If the remaining partners fail to purchase the Partnership interest offered for sale, the selling partner may complete the sale or assignment to the third party according to the terms of the sale or assignment, provided the selling partner has complied with the provisions of this paragraph.

22. **Voluntary Withdrawal and Sale to Third Parties.** A partner may sell or assign the partner's interest to a third party, provided the partner complies with the preferential rights defined in this Agreement.

Furthermore, a partner may assign to his or her issue, (including legally adopted issue), either by way of gift or for a consideration, without complying with the preferential rights provision of this Agreement. Such assignee shall become a limited partner to the extent of the interest which was assigned, provided all general partners consent in writing to the assignment. This consent shall not be unreasonably withheld. If there is a dispute as to reasonableness, it shall be settled under the arbitration provisions of this Agreement. The partners who consent to the additional limited partner under this provision shall file an amendment to the *Certificate of Limited Partnership* reflecting that fact.

23. **Voluntary Withdrawal and Sale to Remaining Partners.** If a partner elects to withdraw from the Partnership and cannot comply with the preferential rights provision allowing the withdrawing partner to sell or assign the partner's interest to a third party, the withdrawing partner shall have the right to have his or her interest purchased by the Partnership or the remaining partners. The partner desiring to withdraw from the Partnership under this provision shall give 60 days notice of the partner's intent in writing mailed to all partners, with the 60 days running from the date of the postmark on the notice. If the remaining partners cannot agree within that 60-day period to have the Partnership purchase the withdrawing partner's interest according to the terms of this Agreement, then the remaining partners shall be given 30 days to give notice of their intent to exercise their preferential rights to ratably purchase the interest of the withdrawing partner according to the terms of this Agreement. If the remaining partners individually do not elect within that

30-day period, according to the terms of this Agreement, to purchase all the interest of the withdrawing partner, then the Partnership shall within 10 days thereafter give notice of its intent to purchase any portion of the withdrawing partner's interest which had not been committed for purchase by the individual partners. Should the Partnership not purchase that remaining interest, then the Partnership shall be dissolved in accordance with this Agreement.

The Partnership or partners electing to purchase the withdrawing partner's interest shall purchase that interest for its fair market value as determined in this Agreement according to the terms of purchase prescribed for the Partnership or partners in this Agreement under Paragraphs 27 (Fair Market Value Determination upon Other Withdrawals) and 28 (Terms of Purchase by Partnership or Partners). The price which the remaining partners or Partnership shall pay for the interest of the withdrawing partner shall be discounted 25% from the fair market value. For every year that a partner remains in the Partnership, the above-stated discount charged against the withdrawing partner shall be reduced by 1%. For example, if the discount is 25% and the partner has had an interest in the Partnership for 3 full years, the discount would be reduced to 22%. The purpose of this provision is to encourage the partners to remain in the Partnership as long as possible before withdrawing from participation in the Partnership. This provision will not prevent the partners among themselves agreeing to a fair price to pay for the withdrawing partner's interest.

24. **Involuntary Withdrawal Resulting from Creditors' Proceedings, Levies, or Bankruptcy.** If the interest of a general partner is substantially affected by creditors' proceedings, levies on that partner's interest, or bankruptcy or other insolvency proceedings of that partner, then, in such event, this paragraph shall be applicable. In this event, the remaining partners shall have the right to immediately purchase the share of the partner affected by these creditors' proceedings for the fair market value determined under this Agreement pursuant to Paragraphs 27 (Fair Market Value Determination upon Other Withdrawals) and 28 (Terms of Purchase by Partnership or Partners). The purchase price, however, shall be discounted from fair market value 50% to compensate the Partnership for the additional risks and problems resulting from the creditors' proceedings. The procedure for effectuating the purchase shall be in accordance with the preferential rights provision of this Agreement.

25. **Involuntary Withdrawal Upon Death.** If a partner withdraws from the Partnership by reason of death, this provision shall be applicable. The Partnership or the partners shall, under the preferential rights provision of this Agreement, purchase the interest of the deceased partner from his personal representative at the fair market value determined upon death, disability, or retirement according to this Agreement pursuant to Paragraphs ? (Fair Market Value Determination upon Death) and 28 (Terms of Purchase by Partnership or Partners).

The price which the remaining partners or Partnership shall pay for the interest of the deceased partner shall be discounted 10% from the fair market value established.



26. **Fair Market Value Determination Upon Death.** The fair market value shall be established for the interest of a partner who withdraws by reason of death according to this provision. In the event of death, the determination under this paragraph shall be made at the date of death.

The partners, at an annual meeting, shall determine the value of the interests of all partners in the Partnership. When this valuation is set by the partners at an annual meeting or at any meeting under this provision, a certificate of value shall be used for this purpose and signed by each partner as evidence of the value. This value, if set at the annual meeting, shall control the value should a partner die, become disabled or retire thereafter.

Should the partners fail to agree on the value of the interests of the partners in the Partnership at an annual meeting of the partners in accordance with this provision, then the purchase price shall be the total sum of the following:

26.a. The most recent agreed value as set forth in the latest schedule reflecting the values of the Partnership interests, or if none has been set in the first instance, then the agreed values established for the original contributions in Exhibit B of this Agreement, plus

26.b. The pro-rata amounts of the net profits or losses of the Partnership from the date the valuations were fixed, up through the end of the month in which the death, disability or retirement occurred.

At the option of the withdrawing partner or a representative of the deceased partner, if a redetermination of value has not been made and endorsed on an exhibit reflecting the values of the interests of the partners in the Partnership within 18 months preceding the death, then the persons so electing this option shall determine the fair market value in accordance with the arbitration provisions of the Partnership agreement.

The determination of net earnings or losses, in accordance with this provision, shall be made in accordance with the usual accounting practice theretofore used in determining the net earnings or losses of the Partnership and shall include a reasonable allowance for federal and state income taxes for the year in which death has occurred.

The execution by all partners of the exhibit reflecting the values of the Partnership interests shall reflect the agreement between and among the partners that the purchase price determined by that schedule is the full value of each partner's interest in the Partnership, and that purchase price shall in no manner be altered, and that all assets, both tangible and intangible, if any, as well as all liabilities, including mortgages, liens or other encumbrances of any kind whatsoever, if any, of or upon the assets of the Partnership have been considered in determining the value.

27. **Fair Market Value Determination upon Other Withdrawals.** Withdrawals other than by death shall necessitate the finding of a fair market value of the interest of the withdrawing partner. Such value shall be determined according to this provision. The valuation date shall be the end of the month next following the first notice of an intent to withdraw. If no notice has been given by the partner, the valuation date shall be the date

the Partnership received notice from any source that an event of withdrawal under Paragraph 17 (Events of Withdrawal of a General Partner) has occurred. The fair market value shall be determined according to the arbitration provisions of this Agreement, subject to the discounts from fair market value as determined by the applicable provisions of this Agreement.

28. **Terms of Purchase by Partnership or Partner.** This provision establishes a fair method for the partners or the Partnership to purchase the interest of a withdrawing partner. After the price has been determined according to the applicable provisions of this Agreement, the terms are fixed by this paragraph. The withdrawing partner shall be paid by the Partnership or the remaining partners to the extent that they have purchased the interest of the withdrawing partner by paying the withdrawing partner 10% of the purchase price in cash within 30 days from the date that notice is given to the withdrawing partner that the Partnership or partner has elected to purchase his interest. The balance of the purchase price shall be paid in consecutive monthly payments over a 10-year period, beginning 1 month from the date that the down payment was made. The balance of the purchase price shall be evidenced by a negotiable promissory note executed by the Partnership or the partners to the order of the withdrawing partner or his personal representative, with interest on that balance at 1% above prime at the bank where the Partnership has the majority of its accounts on the date of the down payment. The note shall be in the usual form and shall provide for the acceleration of the due date on default in the payment of the note or interest thereon after 10 days written notice of that default and shall give the makers the option of pre-payment in whole or in part at any time without penalty. At the request of the withdrawing partner, the Partnership or the partners shall give to the withdrawing partner a lien on the interest of the Partnership thus purchased plus a lien on specific Partnership property valued at the amount of the unpaid balance owing to secure the balance of the purchase price until it is paid in full.

This lien shall include an assignment of all profits from the Partnership payable from that interest in the Partnership and can be enforced only if the promissory note is ever in default.

29. **Integration with Buy and Sell Agreements.** It is contemplated that the parties may execute formal buy and sell agreements. To the extent that these buy and sell agreements are applicable, they shall supersede any corresponding provisions of this Agreement relating to the purchase of a withdrawing partner's share in the Partnership. Further, if life insurance or disability insurance is purchased to fund the payment for the share of any withdrawing partner, then, in such event, the amount of that insurance shall become the down payment on the purchase of the interest of the withdrawing partner, and the balance due after applying that insurance shall be memorialized in a promissory note prescribed by the terms of purchase by Partnership or partner pursuant to Paragraph 28 (Terms of Purchase by Partnership or Partner).

30. **Adjustment to Basis of Partnership Interest.** Should the successor in interest to a deceased partner request the Partnership to elect to adjust the basis of the Partnership assets under I.R.C. §§ 743 and 754 (as amended), the Partnership shall do so.

31. **Powers of General Partners.** The management and control of the partnership business and assets shall be vested in the general partner or partners or in a managing partner designated in writing by the general partners. Such general partners or managing partner shall have and are hereby given the following specific powers and authority (without limitation on any other powers and authority given by law or elsewhere in the Partnership agreement):

31.a. To contract and incur liabilities for and on behalf of the Partnership.

31.b. To borrow for and on behalf of the Partnership from time to time such sum or sums of money which in their sole discretion is necessary to the conduct of the business of the Partnership and to mortgage, pledge, or otherwise encumber Partnership assets to secure the repayment of such monies so borrowed.

31.c. To make and execute all contracts and other legal documents of every kind and description for and on behalf of the Partnership, including but not limited to deeds; deeds of trust; bills of sale; assignments; promissory notes; leases; financing statements and security agreements; mortgages; work orders; bids; proxies; applications; escrow instructions; purchase contracts and pledges; amendments, renewals, modifications, and extensions to any or all of these; and all other documents of conveyance, security, or otherwise affecting property belonging to the Partnership.

31.d. To insure; change; improve; repair; alter; partition; develop; lease; abandon; subdivide; dedicate as parks, streets, and alleys; grant easements and rights of way; purchase, sell, lease, and otherwise deal with all assets of the Partnership on such terms and at such prices or amounts as they deem advisable, and to execute all documents in connection therewith on behalf of the Partnership.

31.e. To otherwise carry on and transact or cause to be carried on and transacted under their sole supervision and control, all other business of the Partnership.

31.f. To determine whether or not at any accounting period the profits, if any, of the Partnership shall be apportioned and distributed, in whole or in part, to the partners or retained and continued in use in the business of the Partnership.

31.g. To perform all other acts necessary to carry on the business of the Partnership, except those expressly excluded.

31.h. To buy, sell, and hypothecate securities on margin and to buy, sell, and write "put" and "call" options and to transact all types of securities transactions with a brokerage firm that are allowed under SEC regulations.

32. **Special Power of Attorney to General Partner.** Each limited partner (for the partner and the partner's successors and assigns) hereby constitutes and appoints each of the general partners (and each person who may be subsequently substituted as a general partner) the partner's true and lawful attorney-in-fact, and empowers and authorizes each such attorney-in-fact, in the name, place, and stead of each such limited

partner, to execute and acknowledge any and all amendments to Exhibit A attached hereto from time to time as necessary to reflect any change in the membership of the Partnership or in the address or percentage of ownership of any partner which occurs in accordance with the terms of this Agreement; and to make, execute, sign, swear to, acknowledge, and file in such place or places as may be required by law a *Certificate of Limited Partnership* and any amendments thereto, and any other certificates or instruments which by law may be required or permitted to be made and filed in connection with the formation or continuation of the Partnership and the admission of the limited partners in accordance with the terms of this Agreement; and to include therein all information required by law and any such additional information as the partner may deem appropriate, hereby ratifying and confirming all actions which may be taken by said attorney-in-fact pursuant to this paragraph.

The power of the attorney-in-fact hereby granted is a special power of attorney, coupled with an interest, and is irrevocable; may be exercised by any such attorney-in-fact for executing any agreement, certificate, instrument, or document with the single signature of any such attorney-in-fact acting as attorney for all the limited partners; and shall survive the delivery of an assignment by a limited partner of the whole or a portion of the partner's interest in the Partnership, except that, where the purchaser, transferee or assignee of such interest is admitted as a substituted limited partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge, and file any such agreement, certificate, instrument, or document necessary to effect such substitution. Such attorney-in-fact, however, shall not have any right, power, or authority to amend or modify the provisions of this Agreement when acting in such capacity except as permitted by law.

33. **Abstract of Certificate and Agreement.** This Certificate is an abstract of the *Certificate and Agreement of Limited Partnership* of this Partnership and contains those provisions of the Agreement which require public disclosure by filing with the Florida Department of State under Florida law.

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IN WITNESS WHEREOF, the parties execute this document, intending the Partnership to be effective on June 1, 1997.

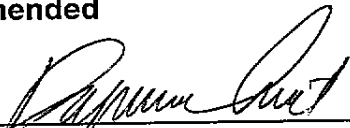
GENERAL PARTNER:

THE MERRILL GRANT FAMILY  
TRUST, dated June 1, 1997,  
as amended



MERRILL A. GRANT, Trustee  
10180 S. Tropical Trail  
Merritt Island, FL 32952

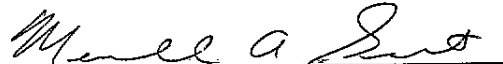
THE DESPINA GRANT FAMILY  
TRUST, dated June 1, 1997, as  
amended



DESPINA GRANT, Trustee  
10180 S. Tropical Trail  
Merritt Island, FL 32952

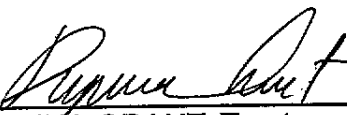
LIMITED PARTNERS:

THE MERRILL GRANT FAMILY  
TRUST, dated June 1, 1997,  
as amended



MERRILL A. GRANT, Trustee

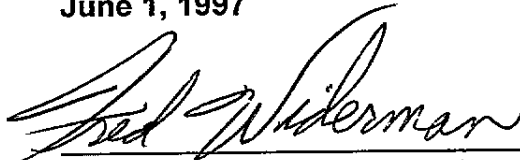
THE DESPINA GRANT FAMILY  
TRUST, dated June 1, 1997, as  
amended



DESPINA GRANT, Trustee

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THE GRANT DYNASTY TRUST, dated  
June 1, 1997



FREDERICK WIDERMAN, Trustee

STATE OF FLORIDA

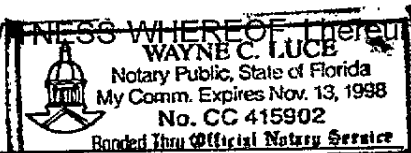
County of BREVARD

ss.

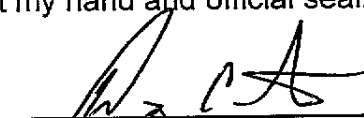
ACKNOWLEDGMENT

On this date, 12 JUNE 1997, the foregoing instrument was acknowledged before me by MERRILL A. GRANT, who acknowledged that he is the person named herein and that he executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Expiration Date

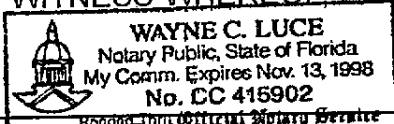
  
Notary Public

STATE OF FLORIDA }  
County of BREVARD } ss.

ACKNOWLEDGMENT

On this date, 12 JUNE 1997, the foregoing instrument was acknowledged before me by DESPINA GRANT, who acknowledged that she is the person named herein and that she executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Expiration Date

Notary Public

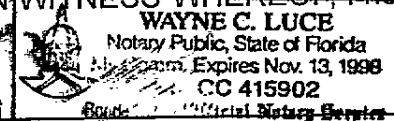
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STATE OF FLORIDA }  
County of BREVARD } ss.

ACKNOWLEDGMENT

On this date, 12 JUNE 1997, the foregoing instrument was acknowledged before me by FREDERICK WIDERMAN, who acknowledged that he is the person named herein and that he executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Expiration Date

Notary Public

## ACCEPTANCE BY STATUTORY AGENT/REGISTERED AGENT

MERRILL A. GRANT, having been designated to act as Statutory/Registered Agent, hereby consents to act in that capacity until he is removed or submits his resignation.

MERRILL A. GRANT

# CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

## EXHIBIT A Affidavit of Capital Contributions

NAME OF PARTNERSHIP: GRANT INVESTMENTS LIMITED PARTNERSHIP

DATE: June 1, 1997

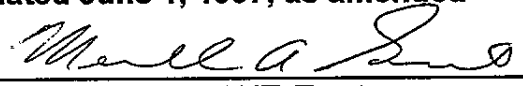
| NAME OF PARTNER  | TOTAL CAPITAL<br>CONTRIBUTION<br>(BOOK VALUE) | PERCENTAGE OF<br>OWNERSHIP AND<br>PERCENTAGE OF<br>PROFIT DISTRIBUTION |
|--|---|--|
| <b>GENERAL PARTNER:</b>  |   |  |
| THE MERRILL GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | \$1.00  | 1%   |
| THE DESPINA GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | \$1.00  | 1%   |
| <b>LIMITED PARTNERS:</b>   |   |  |
| THE MERRILL GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | \$24.00                                       | 24%  |
| THE DESPINA GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | \$24.00                                       | 24%  |
| THE GRANT DYNASTY TRUST,<br>dated June 1, 1997                       | \$50.00                                       | 50%  |
| <b>TOTALS</b> .....  | <b>\$100.00</b>                               | <b>100</b>   |

The above Partnership interests are reflected on the books of the Partnership as of the above date. Any changes in ownership of Partnership interests from the above will be

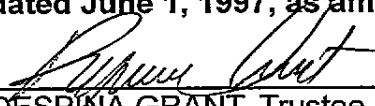
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indicated on amendments to this Exhibit A and signed by the parties to this Agreement.  
We do not anticipate any capital contribution at this time.

**THE MERRILL GRANT FAMILY TRUST,  
dated June 1, 1997, as amended**

  
MERRILL A. GRANT, Trustee  
10180 S. Tropical Trail  
Merritt Island, FL 32952

**THE DESPINA GRANT FAMILY TRUST,  
dated June 1, 1997, as amended**

  
DESPINA GRANT, Trustee  
10180 S. Tropical Trail  
Merritt Island, FL 32952

**THE GRANT DYNASTY TRUST, dated  
June 1, 1997**

  
FREDERICK WIDERMAN, Trustee

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# CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

## EXHIBIT B Statement of Amounts of Cash, Property, or Property Contributed by Each Partner

NAME OF PARTNERSHIP: GRANT INVESTMENTS LIMITED PARTNERSHIP

DATE: June 1, 1997

| NAME OF PARTNER  | CASH, SERVICES,<br>OR PROPERTY<br>CONTRIBUTED | AGREED VALUE<br>(FMV) |
|--|---|-----------------------|
| <b>GENERAL PARTNER:</b>  |   |                       |
| THE MERRILL GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | Cash  | \$1.00                |
| THE DESPINA GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | Cash  | \$1.00                |
| <b>LIMITED PARTNERS:</b>   |   |                       |
| THE MERRILL GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | Cash  | \$24.00               |
| THE DESPINA GRANT FAMILY<br>TRUST, dated June 1, 1997, as<br>amended | Cash  | 24.00                 |
| THE GRANT DYNASTY TRUST,<br>dated June 1, 1997                       | Cash  | \$50.00               |

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